a corporation may, if authorized by statute, subscribe to the capital stock of another. *Railway Co. v. Iron Co.*, 46 Ohio St. 44. And it may subscribe to the stock of another if such a contract is the necessary or proper means of accomplishing the purpose for which it was created. *L. & N. R. R. Co. v. Society of St. Rose*, 91 Ky. 395. Where dealing in stocks is not expressly prohibited, it is well settled that one corporation may take the stock of another to adjust a claim with the honest intention of turning them into money under favorable circumstances. *First Nat'l Bank v. Nat'l Exchange Bank*, 92 U. S. 122. And even a corporation organized under a statute expressly making it unlawful to use its funds in the purchase of stock of another may take such stock in payment of a debt. *H. & G. M. Co. v. H. & W. M. Co.*, 127 N. Y. 252. It has been held, however, that a corporation taking stock of another for a debt would not be entitled to recognition as a stockholder. *Franklin Bank v. Commercial Bank*, 36 Ohio St. 350. As regards liability on the stock some courts have decided that a corporation may be estopped to set up the fact that the subscription was *ultra vires*. *Bowman v. Hardware Co.*, 94 Fed. 592. Though others adopt the doctrine that a contract made by a corporation beyond the scope of its authority cannot be enforced or rendered enforceable by the application of the doctrine of estoppel. *R. R. v. R. R.*, 163 U. S. 564. However, in some states the defense of *ultra vires* is not open to a corporation subscribing to the stock of another against liability when the contract has been fully executed by the other corporation, and is not *malum in se* or *malum prohibitum*. *Goodland v. Bank*, 74 Mo. App. 365.

EVIDENCE—LETTERS—ATTEMPT TO COMPROMISE.—WALKER V. APPLEMAN, 90 N. E. 35 (IND.).—*Held*, that letters written between the parties solely to effect a compromise and containing no admission of an independent fact as a fact, were inadmissible.

In general an offer or attempt to compromise or settle a matter in dispute cannot be given in evidence against the party by whom such offer or attempt was made. *Higgins v. Shepard*, 182 Mass. 364; *Roos v. Decker*, 68 N. Y. Sup. 790. It must be noted, however, that admissibility of evidence of an alleged offer of compromise depends upon the intention of the parties seeking it: if intended as a compromising settlement it is inadmissible, but if intended as an admission of liability coupled with an endeavor to settle, it is admissible to prove such liability. *Finn v. New England Telephone & Telegraph Co.*, 101 Me. 279. Thus a letter of a life insurance company sent for the purpose merely of obtaining a compromise of the amount due under a policy and which is to prevent litigation is inadmissible against it. *Southwest Ins. Co. v. Woods National Bank*, 107 S. W. 114 (Tex.). Again, in an action by a servant for injuries received through negligence of his master, a letter written by the servant to the master, constituting an offer of compromise, was held to be inadmissible. *Louisville, Albany & Chicago R. R. v. Wright*, 115 Ind. 378. Likewise a letter written by a plaintiff prior to the commencement of his action, and containing admissions made simply to open the way to a compromise or as a part of an attempted compromise is not admitted

against him. *Louisville, Albany & Chicago R. R. v. Wright,* 115 Ind. 378. Adversely as to the compromise admitting liability and endeavoring to settle, an offer of compromise is inadmissible in evidence, but an incidental and independent admission of fact, such as the handwriting of the party, is admissible. *Whitney v. Cleveland,* 13 Idaho 538. However, a letter written by the defendant to the plaintiff, proposing to settle for trespass, is proper evidence to go to the jury that they may determine whether it is an admission of the trespass or only a proposition to buy the plaintiff's peace. *Trussel v. Knowles,* 5 Miss. 90.

INJUNCTION—NUISANCE—SUNDAY BASEBALL.—MCMILLAN V. KUEHNLE, 73 ATL. 1054 (N. J.).—*Held,* that the playing of baseball on Sunday will be enjoined if it be made to appear that the noise and disorderly conduct attendant upon the games amounts to a nuisance in the neighborhood, whereby the peace and quiet of Sunday is disturbed, and the rest which the complainants are entitled to enjoy on that day is appreciably affected.

The general ruling has been that the public has the right of enjoying Sunday as a day of rest, free and clear of all disturbance from unnecessary and unallowed worldly employment. *Commonwealth v. Scully,* 35 Pa. (11 Casey) 511; *Clough v. Shepherd,* 31 N. H. 490. So that in cases of public nuisances a petition for an injunction can be maintained by an individual because of special damage peculiar to himself and distinct from that done to the public at large. *Allen v. Board of Chosen Freeholders of the County of Monmouth,* 13 N. J. Eq. 68. To warrant the allowance of an injunction, however, it must clearly appear that some act has been done which will produce irreparable injury to the party asking an injunction. *Vaughan v. Bowie,* 30 Ark. 278. And an injury is considered irreparable when the party injured cannot be adequately compensated, or when the damages resulting cannot be measured by any certain pecuniary standard. *Kerlin v. West,* 4 N. J. Eq. 449. Hence, owners of land adjoining an inclosed ground, to which admission is charged to see baseball games, which are a detriment to the peace of the Sabbath, may obtain an injunction, though several years, before the ground was fenced off, persons had played ball there on Sunday. *Seastream v. New Jersey Exposition Co.,* 67 N. J. Eq. 178. Also the noise caused by the shouts, cheers and stamping of feet of spectators at Sunday ball games, even though constituting a public nuisance, will be enjoined at the suit of individuals living in the neighborhood, it being such as to appreciably disturb their rest and quiet. *Gilbough v. West Side Amusement Co.,* 64 N. J. Eq. 27. Again a court of equity has jurisdiction to protect by injunction a dwelling house against a nuisance occasioned by the playing of Sunday baseball, which renders the house uncomfortable, though the existence of such a nuisance is disputed at law. *Cronin v. Bloemecke,* 58 N. J. Eq. 313.

INTOXICATING LIQUORS—SALES ON SUNDAY—LIABILITY—SALE BY AGENT—EVIDENCE OF AUTHORITY—LIABILITY OF PRINCIPAL FOR SALE BY AGENT.—OLLRE *v.* STATE, 123 S. W. 1116 (TEX.)—*Held,* that under Act 30th Leg., p. 266, c. 138, sect. 19, punishing every liquor dealer knowingly